

NEW APPLICATION



0000099729

ORIGINAL

The CommLaw Group

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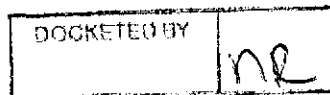
Writer's Direct Dial Number  
703-714-1314

Arizona Corporation Commission  
**DOCKETED**

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[jrh@commlawgroup.com](mailto:jrh@commlawgroup.com)

JUN 24 2009  
June 23, 2009

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007



T-03538A-09-0324

Re: **UCN, Inc.**  
**T-03538A**

*Request to Change Name to inContact, Inc. d/b/a UCN*

RECEIVED  
JUN 24 P 3:44  
DOCKET CONTROL

Ladies and Gentlemen:

UCN, Inc. ("UCN" or the "Company"), respectfully submits an original plus thirteen (13) copies of this letter to notify and request approval from the Arizona Corporation Commission ("Commission") of the Company's name change to inContact, Inc. d/b/a UCN ("inContact"). A copy of the Amended Certificate of Authority issued by the Arizona Corporation Commission and the fictitious name registration are attached hereto as Exhibit A for your records and reference.

UCN was certified to provide interexchange telecommunications services within Arizona on September 2, 2003 in Docket No. T-03538A-03-0491, Administrative Closure No. 66228, under its former corporate name BUI, Inc. A name change to UCN, Inc. was granted in Docket No. T-03538A-04-0938, Administrative Closure No. 67702. UCN was certified to provide competitive local exchange services in Docket No. T-03538A-04-0939, Decision No. 67979.

The aforementioned name change will not in any way inconvenience or cause harm to the Company's customers. Arizona customers will continue to be provided high-quality, affordable telecommunications services by the Company under the "doing business as" name of "UCN," – the same name recognized by customers. Despite the fact that customers will see no change in the name on their invoices, notice of the name change to inContact, Inc. d/b/a UCN has been provided via billing insert.

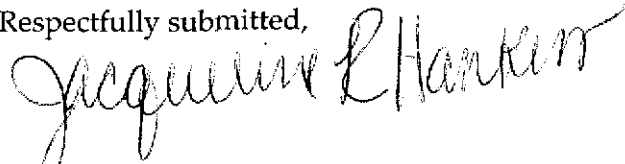
Pursuant to Commission rules and regulations, inContact has included as Exhibit B a proposed replacement Arizona C.C. No. 5, which cancels and replaces, in its entirety, UCN's Arizona C.C. No. 3, in connection with the provision of interexchange services. Attached as Exhibit C is inContact's Arizona C.C. No. 6, which cancels and replaces, in its entirety, UCN's Arizona C.C. No. 4, in connection with the provision of competitive local exchange services. Please note that no information in these tariffs, other than the Company name, has been modified.

The Company respectfully requests Commission approval of its name change to inContact, Inc. d/b/a UCN and acceptance of its proposed replacement Arizona C.C. Nos. 5 and 6.

An additional copy of this filing is enclosed, to be date-stamped and returned in the postage prepaid envelope provided.

Should any questions arise regarding this matter, kindly contact the undersigned.

Respectfully submitted,

A handwritten signature in cursive script, reading "Jackie R. Hankins".

Jackie R. Hankins  
Regulatory Counsel

Enclosures

**EXHIBIT A**

**Amended Certificate of Authority  
And Fictitious Name Registration**



02642834

DO NOT PUBLISH  
THIS SECTION

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a trade name or trademark, attach the Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

5. The statutory agent must provide both a physical and mailing address. If statutory agent has a P.O. Box, then they must also provide a physical street address/location.

APPLICATION FOR NEW AUTHORITY  
TO TRANSACT BUSINESS  
IN ARIZONA

Pursuant to A.R.S. §§ 10-1504 &amp; 10-11504

The name of the corporation is:

UCN, Inc.

A(n) Delaware Corporation  
(State, Province or Country)

☒ We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:

- ☒ Our actual corporate name (or the name under which we originally obtained authority in Arizona).  
☐ The period of our duration.  
☐ The state, province or country of our incorporation.

1. The exact name of the foreign corporation is:

inContact, Inc.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

\_\_\_\_\_(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:

Delaware

3. The foreign corporation was incorporated on the 15th day of March  
1999 and the period of its duration is: Perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

160 Greentree Drive, Suite 101

Dover, DE 19904

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

National Registered Agents, Inc.

638 North Fifth Avenue

Phoenix, AZ 85003

AZ CORPORATION COMMISSION  
FILED

DEC 19 2008

FILE NO. 10-12458-3CF:0026  
Rev: 10/2006Arizona Corporation Commission  
Corporations Division

**DO NOT PUBLISH  
THIS SECTION**

5b. Indicate to which address the Annual Report should be mailed.

6. If the purpose of your corporation has any limitations with regard to this section, so indicate. If not, state no limitations or leave blank.

8. The total number of authorized shares cannot be "zero" or "N/A". Include authorized, not issued shares in this section.

5a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5b. The Annual Report and general correspondence should be mailed to the address specified above in section 4 X or 5a \_\_\_\_\_.

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state, province or country under whose law the foreign corporation is incorporated, with the following limitations if any:

\_\_\_\_\_  
\_\_\_\_\_

7. The names and usual business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

Name: SEE ATTACHED [title]

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name: \_\_\_\_\_ [title]

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name: \_\_\_\_\_ [title]

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Name: \_\_\_\_\_ [title]

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

8. The foreign corporation is authorized to issue 115,000,000 shares, itemized as follows: (Attach additional sheets if necessary.)

100,000,000 shares of Common [class or series] stock at \_\_\_\_\_ no par value or par value of \$ 0.0001 per share.

15,000,000 shares of Preferred [class or series] stock at \_\_\_\_\_ no par value or par value of \$ 0.0001 per share.

\_\_\_\_\_ shares of \_\_\_\_\_ [class or series] stock at \_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

### Officers and Directors

<u>Position</u>	<u>Name</u>	<u>Business Address</u>
Chairman	Theodore Stern	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
CEO and Director	Paul Jarman	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
Chief Customer Officer	Rudolfo Vidal	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
Chief Financial Officer	Brian Moroney	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
Chief Information Officer	Scott Welch	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
Secretary	Kimm Partridge	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
Director	Steven Barnett	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
Director	Paul Koeppe	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047
Director	Blake Fisher	7730 S. Union Park Avenue, Suite 500 Midvale, UT 84047

DO NOT PUBLISH  
THIS SECTION

9. The total number of issued shares cannot be "N/A".

The Application must be accompanied by the following:  
① A Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

② A certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, §8) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws the corporation is incorporated.

The agent must consent to the appointment by executing the consent.

9. The foreign corporation has issued 31,027,593 shares, itemized as follows:

31,027,593 shares of Common [class or series] stock at  
no par value or par value of \$ 0.0001 per share.  
- 0 - shares of Preferred [class or series] stock at  
no par value or par value of \$ 0.0001 per share.  
shares of \_\_\_\_\_ [class or series] stock at  
no par value or par value of \$ \_\_\_\_\_ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:

Telecommunications Services

Dated this 13 day of November 2008.

Executed by: KE Partridge  
Duty Authorized Officer or Director

Kimm Partridge, Secretary  
[print name] [title]

PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
[optional] [optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 17 day of December 2008.

Signature [Signature]  
Jackie Bernu, Assistant Secretary  
[Print Name]

National Registered Agents, Inc.

[If signing on behalf of a company serving as  
statutory agent, print company name here]

# Delaware

PAGE 1

*The First State*

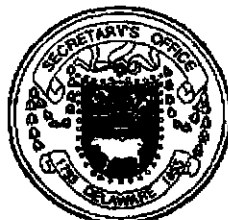
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UCN, INC.", CHANGING ITS NAME FROM "UCN, INC." TO "INCONTACT, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF OCTOBER, A.D. 2008, AT 9:55 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2009, AT 12:01 O'CLOCK A.M.

3016691 8100

081076820

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 7009172

DATE: 12-08-08



STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT OF  
CERTIFICATE OF INCORPORATION OF UCN, INC.

UCN, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That by unanimous written consent of the Board of Directors of UCN, Inc., dated August 21, 2008 and executed in accordance with Section 141(f) of the General Corporation Law of the State of Delaware, resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED:** that the following proposed amendment (the "Amendment") to the Certificate of Incorporation of the Corporation is hereby adopted and approved:

Article I of the Certificate of Incorporation be amended by deleting all of Article I and inserting the following provision in lieu thereof:

\*\*\*\*\*

ARTICLE I  
NAME

The name of the Corporation is inContact, Inc.

\*\*\*\*\*

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**FOURTH:** That said amendment shall be effective at 12:01 am, Eastern time on January 1, 2009.

**IN WITNESS WHEREOF,** said corporation has caused this certificate to be signed the 13 day of October 2008.

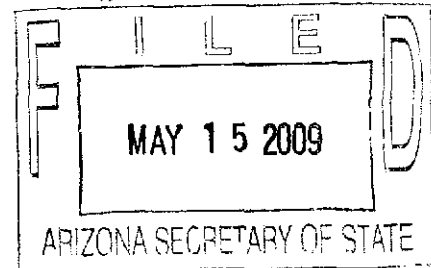
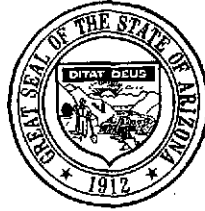
By: \_\_\_\_\_

Paul Jarman, CEO



Please mail Registration and make check payable to:  
**Secretary of State Ken Bennett / Trade Name Division**  
**1700 West Washington 7th Fl. Phoenix, Arizona 85007**  
 Walk-in service: 14 N. 18<sup>th</sup> Ave., Phoenix, Arizona  
 Tucson Office: 400 W. Congress, Ste. 252  
 (602) 542-6187  
 (800) 458-5842 (within Arizona)  
 Filing Fee: \$10.00

COPY



## APPLICATION FOR REGISTRATION OF TRADE NAME

(A.R.S. §44-1460)

The Registration of Trade Names and Trademarks is not legally required in Arizona, but is an accepted business practice. This is a registration for an Arizona Trade Name only in accordance with A.R.S. §44-1460. The registration of a trade name is a public record and does not constitute exclusive rights to the holder of the name. Names with a corporate ending (e.g., Inc., LLC or Ltd.) are not acceptable.

**Please clearly print or type your application to avoid registration errors.**

Name, title or designation to be registered: UCN

Name of Applicant(s): InContact, Inc.  
 (If more than 1 applicant, an "or" designation is assumed unless otherwise indicated)

**Your certificate and renewal notices are dependent on accurate address information including suite numbers. Remember to update your registration if you move.**

Business Address: 7730 S. Union Park Avenue, Suite 500, Midvale, UT 84047  
 \_\_\_\_\_  
 Street or Box Number City State Zip  
 Phone (Optional): \_\_\_\_\_

**Applicant must check one. Do not select "Corporation" or "LLC" if you are not currently incorporated, or your application will be returned to you.**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Individual  | <input checked="" type="checkbox"/> Foreign corporation licensed to do business in Arizona |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Association <input type="checkbox"/> Organization                 |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> LLC <input type="checkbox"/> Other _____                          |

The date in which the name, title or designation was first used by the applicant within this state. This date must be today's date or prior to today's date: March 21, 2005  
 \_\_\_\_\_  
 Month Day Year

General nature of business conducted: Telecommunications Services

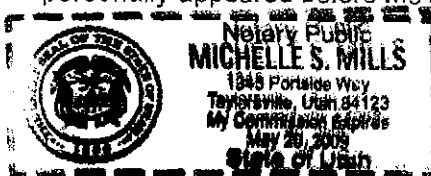
Kimm Partridge, Secretary  
 Applicant's Printed Name Kimm Partridge  
 Applicant's Signature

Applicant's Printed Name \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

State of Arizona Utah  
 County of Salt Lake

On this 27 day of April, 2009, Kimm E Partridge  
 \_\_\_\_\_  
 (Name of Applicant)

personally appeared before me and acknowledged that he/she signed this document for it's stated purpose.



Michelle S Mills  
 Notary Public

**EXHIBIT B**

**Replacement Tariff No. 5 (Interexchange Services)**

**inContact, Inc. d/b/a UCN**

**TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resold interexchange telecommunication services provided by inContact, Inc. d/b/a UCN, with principal offices at 7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84047.

This tariff applies for services furnished within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

**NOTE:**

inContact, Inc. d/b/a UCN's Arizona C.C. No. 5 cancels and replaces, in its entirety, Arizona C.C. No. 5 filed under its former corporate name, inContact, Inc. d/b/a UCN

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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE NO.</b>	<b>REVISION</b>	<b>PAGE NO.</b>	<b>REVISION</b>
1	Original		
2	Original		
3	Original		
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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

## TABLE OF CONTENTS

Check Sheet .....	2
Table of Contents.....	3
Symbols.....	4
SECTION 1 - Terms and Abbreviations .....	5
SECTION 2 - Rules and Regulations .....	6
SECTION 3 - Description of Service & Rates .....	12
SECTION 4 - Miscellaneous Services .....	32
SECTION 5 - Promotions.....	33
SECTION 6 - Contract Services .....	34

### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

## SECTION 1 - TERMS AND ABBREVIATIONS

**ACC** - Refers to the Arizona Corporation Commission.

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** - inContact, Inc. d/b/a UCN, unless otherwise indicated by the context.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047



## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

inContact, Inc. d/b/a UCN offers intrastate interexchange service originating at specified points within the state of Arizona under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

### 2.4 Liabilities of the Company

**2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with AAC R14-2-507 and any other applicable law.

**2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

## **SECTION 2 - RULES AND REGULATIONS**

### **2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

### **2.6 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### **2.7 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

- 2.8.1 For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2 For violation of any of the provisions of this tariff,
- 2.8.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

### 2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

### 2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the ACC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

Kimm Partridge  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047  
(866) 541-0000  
[kimm.partridge@incontact.com](mailto:kimm.partridge@incontact.com)

Customers who are dissatisfied with the response to their complaint may contact the Arizona Corporation Commission for resolution of the issues at the following address:

Arizona Corporation Commission

Phoenix Office:  
1200 W. Washington St.  
Metro Phoenix, AZ 85007  
(602) 542-4251  
(800) 222-7000 (AZ residents only)

Tucson Office:  
400 W. Congress, Room 218  
Metro Tucson, AZ 85701-1347  
(520) 628-6550  
(800) 535-0148 (AZ residents only)

## **SECTION 2 - RULES AND REGULATIONS**

### **2.12 Other Rules**

#### **2.12.1 Regulatory Changes**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the ACC and the Federal Communications Commission.

#### **2.12.2 Refunds or Credits for Service Outages or Deficiencies**

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

### **2.13 800 Numbers**

**2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (e.g., "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.13.3** 800 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800 service provider for 800 numbers dedicated to the sole use of that single Customer.

### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.1 General Description of Rates and Charges**

##### **3.1.1 Application of Charges**

Long Distance Communications Service includes recurring and non-recurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

##### **3.1.2 Taxes**

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

##### **3.1.2.1 Arizona Universal Service Fund:**

0.1565% of all invoiced intrastate charges, not including certain taxes.

##### **3.1.3 Jurisdiction**

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.2 Timing of Calls**

**3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.

**3.2.3** The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

**3.2.4** The Company will not bill for incomplete calls.

#### **3.3 Special Access Channels**

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

#### **3.4 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.



### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.5 Service Offerings**

##### **3.5.1 Switched Long Distance Service**

Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in a maximum of 60 second increments. All charges are billed monthly in arrears.

##### **3.5.2 Switched Toll-Free Service**

Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of Arizona, which utilizes switched access facilities from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to the Company's customers rather than the caller. Calls are billed in a maximum of 60 second increments with initial call duration of 60 seconds. All charges are billed monthly in arrears.

##### **3.5.3 Dedicated Long Distance Service**

Dedicated Long Distance Service is a flat rate direct dialed interexchange service, which utilizes dedicated access facilities on the originating end of each call. Calls are billed in 6 second increments with initial call duration of 6 seconds. All charges are billed monthly in arrears.

##### **3.5.4 Dedicated Toll Free Service**

Dedicated Toll Free Service provides inbound '800/888/877/866' calling to points terminating within the State of Arizona utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888/877/866' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in 6 second increments with initial call duration of 18 seconds. All charges are billed monthly in arrears.

##### **3.5.5 Calling Card**

Calls are billed in a maximum of 60 second increments with initial call duration of 60 seconds. All calls are billed in arrears.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges**

Customers may receive service from differing underlying carriers and may choose Outbound 1+ and/or Inbound toll free options.

**3.6.1 Plan 1**

Customers may enroll in Plan 1 until June 1, 2006.

Plan 1 is a small business service. It provides Outbound 1+ switched and Inbound toll free calling. Calls are billed in 6 second increments.

Rates:

**Outbound 1+ Switched:**

Monthly Minutes of Use	Rate
0 – 999	\$0.0808
1,000 – 1,999	0.0768
2,000 – 2,999	0.0687
3,000 – 3,999	0.0663
4,000 – 4,999	0.0654
5,000 – 5,999	0.0614
6,000 – 6,999	0.0606
7,000 – 7,999	0.0566
8,000 – 8,999	0.0525
9,000 – 9,999	0.0485
10,000 – 10,999	0.0445
11,000 +	0.0331

**Inbound Toll Free:** \$0.095

Directory Assistance: Plan 1 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.2 Plan 2**

Customers may enroll in Plan 2 until June 1, 2006.

Plan 2 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Rates:

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.090
1,000 – 1,999	0.085
2,000 – 2,999	0.077
3,000 – 3,999	0.072
4,000 – 4,999	0.069
5,000 – 5,999	0.068
6,000 – 6,999	0.063
7,000 – 7,999	0.054
8,000 – 8,999	0.050
9,000 +	0.037

Directory Assistance: Plan 2 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.3 Plan 3**

Customers may enroll in Plan 3 until June 1, 2006.

Plan 3 is a residential service. It provides Outbound 1+ switched calling and Inbound toll free calling. Calls are billed in 60 second increments.

Rates:

**Outbound 1+ Switched:**

Monthly Minutes of Use	Rate
0 – 999	\$0.0800
1,000 – 1,999	0.0744
2,000 – 2,999	0.0680
3,000 – 3,999	0.0600
5,000 – 5,999	0.0560
6,000 – 6,999	0.0520
4,000 – 4,999	0.0504
7,000 – 7,999	0.0480
8,000 +	0.0440

**Inbound Toll Free:** \$0.18

Monthly fee: \$2.50

Directory Assistance: Plan 3 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.4 Plan 4**

Customers may enroll in Plan 4 until June 1, 2006.

Plan 4 is a switched plan of long distance services available to residential customers. Plan 4 Option plans include the following services: Outbound 1+ switched and Inbound toll-free services. Calls are billed in 60 second increments.

Rates:

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 2,999	\$0.070
3,000 – 5,999	0.068
6,000 – 8,999	0.063
9,000 – 11,999	0.054
12,000 +	0.050

**Inbound Toll Free:** \$0.10

Monthly fee: \$4.95

Directory Assistance: Plan 4 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.5 Plan 5**

Customers may enroll in Plan 5 until June 1, 2006.

Plan 5 is a small business switched long distance service offering consisting of 1+ outbound and toll free inbound service. Calls are billed in 6 second increments.

Rates:

**Outbound 1+ Switched**

Monthly Minutes of Use	Rate
0 – 999	\$0.1150
1,000 – 1,999	0.1093
2,000 – 2,999	0.1081
3,000 – 3,999	0.1070
5,000 – 5,999	0.0978
6,000 – 6,999	0.0943
4,000 – 4,999	0.1035
7,000 – 7,999	0.0932
8,000 – 8,999	0.0920
9,000 – 9,999	0.0874
10,000 – 10,999	0.0863
11,000 – 11,999	0.0751
12,000 – 12,999	0.0727
13,000 – 13,999	0.0646
14,000 +	0.0472

**Inbound Toll Free:** \$0.1299

Directory Assistance: Plan 5 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.6 Plan 6**

Customers may enroll in Plan 6 until June 1, 2006.

Plan 6 is a switched long distance offering of services available to business/commercial customers. Plan 6 includes the following services: 1+ outbound and calling card services. Outbound 1+ switched calls are billed in 6 second increments. Calling card calls are billed for a 60 second minimum increment and 6 second additional increments.

**Rates****Outbound 1+ Switched**

Monthly Minutes of Use	Rate
0 – 999	\$0.0850
1,000 – 1,999	0.0808
2,000 – 2,999	0.0805
3,000 – 3,999	0.0765
4,000 – 4,999	0.0723
5,000 – 5,999	0.0683
6,000 – 6,999	0.0680
7,000 – 7,999	0.0638
8,000 – 8,999	0.0595
9,000 – 9,999	0.0566
10,000 – 10,999	0.0536
11,000 +	0.0509

**Calling Card:** \$0.10

Directory Assistance: Plan 6 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.7 Plan 7**

Customers may enroll in Plan 7 until June 1, 2006.

Plan 7 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Monthly minutes of Use	Rates
0 – 999	0.090
1,000 – 1,999	0.080
2,000 – 2,999	0.077
3,000 – 3,999	0.072
4,000 – 4,999	0.069
5,000 – 5,999	0.054
6,000 – 6,999	0.050
7,000 +	0.037

Directory Assistance: Plan 7 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.8 Plan 8**

Customers may enroll in Plan 8 until June 1, 2006.

Plan 8 is a small business service that provides Inbound toll free calling. Calls are billed in 6 second increments.

Monthly Minutes of Use	Rate
0 – 999	\$0.1400
1,000 – 1,999	0.1150
2,000 – 2,999	0.1080
3,000 – 3,999	0.1039
4,000 – 4,999	0.0979
5,000 – 5,999	0.0874
6,000 – 6,999	0.0863
7,000 – 7,999	0.0850
8,000 – 8,999	0.0809
9,000 – 9,999	0.0759
10,000 – 10,999	0.0723
11,000 – 11,999	0.0649
12,000 – 12,999	0.0638
13,000 – 13,999	0.0614
14,000 – 14,999	0.0606
15,000 – 15,999	0.0599
16,000 – 16,999	0.0566
17,000 – 17,999	0.0525
18,000 – 18,999	0.0509
19,000 – 19,999	0.0485
20,000 – 20,999	0.0445
21,000 +	0.0331

Monthly access fee: \$2.50

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.9 Plan 9**

Customers may enroll in Plan 9 until June 1, 2006.

Plan 9 is a residential service that provides Inbound toll free calling. Calls are billed in 60 second increments.

Monthly Minutes of Use	Rate
0 – 999	\$0.077
1,000 – 1,999	0.070
2,000 +	0.068

Monthly access fee: \$2.50

**3.6.10 Plan 10**

Plan 10 is a residential service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

**Outbound 1+ Switched:** \$0.139

Monthly Access Fee: \$4.95

**Inbound Toll-Free:** \$0.139

A monthly fee of \$1.00 applies

**Calling Card:** \$0.149

Directory Assistance: Plan 10 customers will be charged \$0.95 per call for intrastate Directory Assistance.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.11 Plan 11**

Customers may enroll in Plan 11 until June 1, 2006.

Plan 11 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.2010
1,000 – 1,999	0.1824
2,000 – 2,999	0.1669
3,000 – 3,999	0.1589
4,000 – 4,999	0.1539
5,000 – 5,999	0.1492
6,000 +	0.1448

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

**Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.2288
1,000 – 1,999	0.2076
2,000 – 2,999	0.1900
3,000 – 3,999	0.1808
4,000 – 4,999	0.1752
5,000 – 5,999	0.1699
6,000 +	0.1649

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 11 customers will be charged \$0.95 for intrastate Directory Assistance calls.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.12 Plan 12**

Customers may enroll in Plan 12 until June 1, 2006.

Plan 12 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.3444
1,000 – 1,999	0.3053
2,000 – 2,999	0.2741
3,000 – 3,999	0.2583
4,000 – 4,999	0.2487
5,000 – 5,999	0.2398
6,000 +	0.2316

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

**Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.2659
1,000 – 1,999	0.2356
2,000 – 2,999	0.2116
3,000 – 3,999	0.1994
4,000 – 4,999	0.1920
5,000 – 5,999	0.1852
6,000 +	0.1788

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 12 customers will be charged \$0.95 for intrastate Directory Assistance calls.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.13 Plan 13**

Customers may enroll in Plan 13 until June 1, 2006.

Plan 13 is a business service that provides Outbound 1+, Inbound toll free and calling card service, based on monthly usage and mileage. Customers must meet the minimum volume usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free calls are billed in 6 second increments. Calling card calls are billed in 60 second increments.

**Outbound 1+ Dedicated:**

Monthly Minutes of Use	Tier Called/Rates		
	A	B	C
0 – 999	\$0.1700	\$0.5111	\$0.3361
1,000 – 1,999	0.1507	0.4530	0.2979
2,000 – 2,999	0.1353	0.4068	0.2675
3,000 – 3,999	0.1275	0.3833	0.2521
4,000 – 4,999	0.1228	0.3691	0.2428
5,000 – 5,999	0.1184	0.3560	0.2341
6,000 – 6,999	0.1143	0.3437	0.2260
7,000 – 7,999	0.1105	0.3322	0.2185
8,000 – 8,999	0.1070	0.3215	0.2114
9,000 +	0.1036	0.3115	0.2048

**Inbound Toll Free:**

Monthly Minutes of Use	Originating Tier/Rates		
	A	B	C
0 – 999	\$0.1154	\$0.3407	\$0.2250
1,000 – 1,999	0.1023	0.3020	0.1995
2,000 – 2,999	0.0918	0.2711	0.1791
3,000 – 3,999	0.0865	0.2555	0.1688
4,000 – 4,999	0.0833	0.2460	0.1625
5,000 – 5,999	0.0804	0.2372	0.1567
6,000 – 6,999	0.0776	0.2291	0.1513
7,000 – 7,999	0.0750	0.2214	0.1463
8,000 – 8,999	0.0726	0.2143	0.1416
9,000 +	0.0703	0.2076	0.1371

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 13 customers will be charged \$0.85 for intrastate Directory Assistance calls.

Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.14 Plan 14**

Plan 14 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

**Outbound 1+ Dedicated**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.2000
2,000 – 3,999	0.1773
4,000 – 5,999	0.1592
6,000 – 7,999	0.1500
8,000 – 9,999	0.1444
10,000 – 11,999	0.1393
12,000 – 13,999	0.1345
14,000 – 15,999	0.1300
16,000 – 17,999	0.1258
18,000 +	0.1219

**Inbound Toll Free:**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1698
2,000 – 3,999	0.1505
4,000 – 5,999	0.1351
6,000 – 7,999	0.1274
8,000 – 9,999	0.1226
10,000 – 11,999	0.1183
12,000 – 13,999	0.1142
14,000 – 15,999	0.1104
16,000 – 17,999	0.1068
18,000 +	0.1035

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 14 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.15 Plan 15**

Plan 15 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

**Outbound 1+ Dedicated**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1656
2,000 – 3,999	0.1468
4,000 – 5,999	0.1318
6,000 – 7,999	0.1242
8,000 – 9,999	0.1196
10,000 – 11,999	0.1154
12,000 – 13,999	0.1114
14,000 – 15,999	0.1077
16,000 – 17,999	0.1042
18,000 +	0.1009

**Inbound Toll Free:**

Monthly Minutes of Use	Rates
0 – 1,999	\$0.1479
2,000 – 3,999	0.1311
4,000 – 5,999	0.1178
6,000 – 7,999	0.1110
8,000 – 9,999	0.1069
10,000 – 11,999	0.1030
12,000 – 13,999	0.0995
14,000 – 15,999	0.0962
16,000 – 17,999	0.0931
18,000 +	0.0902

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 15 customers will be charged \$0.85 for intrastate Directory Assistance calls.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.6 Rates and Charges (Cont.)****3.6.16 Plan 16**

Customers may enroll in Plan 16 until June 1, 2006.

Plan 16 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.2010
1,000 – 1,999	\$0.1824
2,000 – 2,999	\$0.1669
3,000 – 3,999	\$0.1589
4,000 – 4,999	\$0.1539
5,000 – 5,999	\$0.1492
6,000 +	\$0.1448

**Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.2288
1,000 – 1,999	\$0.2076
2,000 – 2,999	\$0.1900
3,000 – 3,999	\$0.1808
4,000 – 4,999	\$0.1752
5,000 – 5,999	\$0.1699
6,000 +	\$0.1649

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 16 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.7 Rates and Charges (Cont.)****3.6.17 Plan 17**

Customers may enroll in Plan 17 until June 1, 2006.

Plan 17 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 – 999	\$0.3444
1,000 – 1,999	0.3053
2,000 – 2,999	0.2741
3,000 – 3,999	0.2583
4,000 – 4,999	0.2487
5,000 – 5,999	0.2398
6,000 +	0.2316

**Inbound Toll Free**

Monthly Minutes of Use	Rates
0 – 999	\$0.2659
1,000 – 1,999	0.2356
2,000 – 2,999	0.2116
3,000 – 3,999	0.1994
4,000 – 4,999	0.1920
5,000 – 5,999	0.1852
6,000 +	0.1788

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 17 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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Issued: June 24, 2009

Effective: July 24, 2009

Paul Jarman, President  
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.8 Rates and Charges (Cont.)****3.6.18 Plan 18**

Plan 18 is available to all customers. Plan 18 includes Outbound 1+, Inbound Toll Free and Calling Card service. Customers must meet their minimum usage requirement or they will be charged the difference. Outbound 1+ and Inbound Toll Free usage are billed for a 30-second minimum increment and 6-second additional increments thereafter. Calling card usage is billed in 60-second increments.

Outbound 1+ Switched	<u>Monthly Minutes of Use</u>	<u>Per Minute Rates</u>
	0 - 999	0.2419
	1,000 - 1,999	0.2191
	2,000 - 2,999	0.1928
	3,000 - 3,999	0.1891
	4,000 - 4,999	0.1843
	5,000 - 5,999	0.1746
	6,000 - 6,999	0.1713
	7,000 - 7,999	0.1595
	8,000 +	0.1565

Inbound Toll Free	<u>Monthly Minutes of Use</u>	<u>Per Minute Rates</u>
	0 - 999	0.2630
	1,000 - 1,999	0.2382
	2,000 - 2,999	0.2096
	3,000 - 3,999	0.2056
	4,000 - 4,999	0.1996
	5,000 - 5,999	0.1898
	6,000 - 6,999	0.1862
	7,000 - 7,999	0.1734
	8,000 +	0.1702

A monthly fee of \$1.00 per assigned toll-free number applies.

Calling Card: \$0.099

Directory Assistance: Customers will be charged \$0.95 per call for intrastate directory Assistance calls.

Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.9 Rates and Charges (Cont.)****3.6.19 Plan 19**

Plan 19 is available to all customers. Plan 19 includes Outbound 1+, Inbound Toll Free and Calling Card service. Customers must meet their minimum revenue commitment or they will be charged the difference. Outbound 1+ and Inbound Toll Free usage are billed for a 30-second minimum increment and 6-second additional increments thereafter. Calling card usage is billed in 60-second increments.

<u>Outbound 1+ Switched</u>	<u>Monthly Revenue Commitment</u>	<u>Per Minute Rates</u>
	\$0 - \$29.99	0.2719
	\$30 - \$99.99	0.2519
	\$100 - \$149.99	0.2291
	\$150 - \$199.99	0.2028
	\$200 - \$249.99	0.1991
	\$250 - \$299.99	0.1943
	\$300 - \$349.99	0.1846
	\$350 - \$399.99	0.1813
	\$400 - \$499.99	0.1695
	\$500 +	0.1665

<u>Outbound 1+ Switched</u>	<u>Monthly Revenue Commitment</u>	<u>Per Minute Rates</u>
	\$0 - \$29.99	0.2930
	\$30 - \$99.99	0.2730
	\$100 - \$149.99	0.2482
	\$150 - \$199.99	0.2196
	\$200 - \$249.99	0.2156
	\$250 - \$299.99	0.2096
	\$300 - \$349.99	0.1998
	\$350 - \$399.99	0.1962
	\$400 - \$499.99	0.1834
	\$500 +	0.1802

A monthly fee of \$1.00 per assigned toll-free number applies.

Calling Card: \$0.099

Directory Assistance: Customers will be charged \$0.95 per call for intrastate directory Assistance calls.

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.7 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**3.7.1 Public Telephone Surcharge**

Rate per Call	\$0.30
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**SECTION 4 - MISCELLANEOUS****4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

**4.2 Late Payment Charge**

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

**4.3 Return Check Charge**

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

**4.4 In-State Connection Fee**

A monthly service charge will be applied to each intra-state long distance Customer's account to recover the Company's cost of LEC Network Access charges. This monthly charge is applied if a Customer has \$0.01 or more of new billable charges on their bill, including, but not limited to, monthly recurring charges, or minimum usage charges. This charge does not contribute towards any applicable minimum monthly charge. This charge is not applied to customers who also subscribe to Company's local exchange services. Customers in Lifeline programs are exempt from this service charge.

	<u>Monthly Charge</u>
In-State Connection Fee	\$1.50

**4.5 In-State Cost Recovery Charge**

A monthly service charge will be applied to each intra-state long distance Customer's account in order to recover certain costs associated with the Company's compliance with annual regulatory compliance fees, foreign corporation maintenance and other costs. This monthly charge is applied if a Customer has \$0.01 or more of new billable charges on their bill, including, but not limited to, monthly recurring charges, or minimum usage charges. This charge applies strictly to intrastate usage. This charge does not contribute towards any applicable minimum monthly charge. Customers in Lifeline programs are exempt from this charge.

	<u>Amount</u>
In-State Cost Recovery Charge (ISCRC)	2.99% of intrastate usage

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## SECTION 5 - PROMOTIONS

### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (*if eligible*) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

## SECTION 6 - CONTRACT SERVICES

### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Arizona Corporations Commission.

**EXHIBIT C**

**Replacement Tariff No. 6 (Competitive Local Exchange Services)**



**inContact, Inc. d/b/a UCN**  
7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84047

**LOCAL SERVICES TARIFF**

Regulations and Schedule of Local Exchange Service Rates  
Within the State of Arizona

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by inContact, Inc. d/b/a UCN, between locations within the State of Arizona. This tariff is available for public inspection during normal business hours at the main office of inContact, Inc. d/b/a UCN, located at 7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84047.

NOTE:

inContact, Inc. d/b/a UCN's Arizona Tariff No. 6 cancels and replaces, in its entirety, Arizona Tariff No. 4 filed under its former corporate name, UCN, Inc.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**TABLE OF CONTENTS**

Title Page .....	Title
Preface	
Table of Contents .....	1
Check Sheet .....	2
Explanation of Symbols .....	3
Application of Tariff .....	4
Tariff Format .....	5
Definitions .....	Section 1
Regulations .....	Section 2
Service Areas .....	Section 3
Basic Services and Rates .....	Section 4
Miscellaneous Services and Rates .....	Section 5

**CHECK SHEET**

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	Title	Original*	Section 2	32	Original*			
Preface	1	Original*	Section 2	33	Original*			
Preface	2	Original*	Section 3	1	Original*			
Preface	3	Original*	Section 3	2	Original*			
Preface	4	Original*	Section 4	1	Original*			
Preface	5	Original*	Section 4	2	Original*			
Section 1	1	Original*	Section 4	3	Original*			
Section 1	2	Original*	Section 4	4	Original*			
Section 1	3	Original*	Section 4	5	Original*			
Section 2	1	Original*	Section 4	6	Original*			
Section 2	2	Original*	Section 4	7	Original*			
Section 2	3	Original*	Section 4	8	Original*			
Section 2	4	Original*	Section 4	9	Original*			
Section 2	5	Original*	Section 4	10	Original*			
Section 2	6	Original*	Section 5	10	Original*			
Section 2	7	Original*	Section 5	2	Original*			
Section 2	8	Original*	Section 5	3	Original*			
Section 2	9	Original*	Section 5	4	Original*			
Section 2	10	Original*	Section 5	5	Original*			
Section 2	11	Original*	Section 5	6	Original*			
Section 2	12	Original*	Section 5	7	Original*			
Section 2	13	Original*	Section 5	8	Original*			
Section 2	14	Original*	Section 5	9	Original*			
Section 2	15	Original*	Section 5	10	Original*			
Section 2	16	Original*	Section 5	11	Original*			
Section 2	17	Original*	Section 5	12	Original*			
Section 2	18	Original*	Section 5	13	Original*			
Section 2	19	Original*	Section 5	14	Original*			
Section 2	20	Original*	Section 5	15	Original*			
Section 2	21	Original*	Section 5	16	Original*			
Section 2	22	Original*	Section 5	17	Original*			
Section 2	23	Original*	Section 5	18	Original*			
Section 2	24	Original*						
Section 2	25	Original*						
Section 2	26	Original*						
Section 2	27	Original*						
Section 2	28	Original*						
Section 2	29	Original*						
Section 2	30	Original*						
Section 2	31	Original*						

\*Denotes New or Revised Page.

Issued: June 24, 2009

Effective: July 24, 2009

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### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation.

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Issued: June 24, 2009

Effective: July 24, 2009

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## **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by inContact, Inc. d/b/a UCN, hereinafter referred to as the Company, to Customers within the State of Arizona. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of inContact, Inc. d/b/a UCN, at 7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84047.

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Issued: June 24, 2009

Effective: July 24, 2009

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## TARIFF FORMAT

A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).1.  
2.1.1.A.1.(a).1.(i).  
2.1.1.A.1.(a).1.(i).(1).

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 – DEFINITIONS**

**Access Line** – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line, therefore, will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Advance Payment** – Part or all of a payment required before the start of service limited to current months recurring charges in advance.

**Authorization Code** – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or any other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** – A type of signaling provided by a local telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** – Arizona Corporation Commission.

**Common Carrier** – An authorized company or entity providing telecommunications services to the public.

**Company** – inContact, Inc. d/b/a UCN, the issuer of this tariff.

**Customer** – The person, firm or corporation that orders service and is responsible for payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** – A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** – Terminal equipment provided by the Customer.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 1 – DEFINITIONS (CONT'D)**

**End Office** – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** -- Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**ICB – Individual Case Basis.**

**IXC or Interexchange Carrier** – A long distance telecommunications service provider.

**Interruption** – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**LATA** – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC – Local Exchange Company** refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Monthly Recurring Charges** – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU – Minutes of Use.**

**NECA – National Exchange Carriers Association.**

**Non-Recurring Charge ("NRC")** The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 1 – DEFINITIONS (CONT'D)**

PBX – Private Branch Exchange.

PIN – Personal Identification Number. See Authorization Code.

Point of Presence (“POP”) – Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

Recurring Charges – Monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

Service – Any means of service offered herein or any combination thereof.

Service Order – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center – A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that “1 + 10-digit number” calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing “10XXX” or 101XXXX” with a “1 + 10-digit number.”

Station – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber – The person, firm, partnership, corporation, or other entity who orders telecommunications service from inContact, Inc. d/b/a UCN. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

inContact, Inc. d/b/a UCN – inContact, Inc. d/b/a UCN, issuer of this tariff.

Usage Charges – Charges for minutes or messages traversing over local exchange facilities.

User or End User – A Customer, Joint User or any other person authorized by a Customer to use service provided under this tariff.

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Issued: June 24, 2009

Effective: July 24, 2009

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## **SECTION 2 – RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Arizona.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

#### **2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of the tariff; or
  - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that results in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
  - 1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3. Any unlawful or unauthorized use of the Company's facilities and services;
  - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Limitations on Liability (Cont'd)**

**D. (Cont'd)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof not due to negligence;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any acts or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no EXPRESS warranties or representations, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- H. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- I. With respect to Emergency 911 Service:
1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
  2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Limitations on Liability (Cont'd)**

1. With respect to Emergency 911 Service (Cont'd)
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.



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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional hours may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. *providing at no charge*, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.1 General (Cont'd)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, *the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.*
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements**

**2.5.1. Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days of receipt of bill, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days of receipt of bill. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due, minus any charges billed as local taxes, multiplied by 1.5%. **Late payment charges may only be applied once to a past due balance.**
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, Hansen Building, Suite 300, 2515 Warren Avenue, Cheyenne, Arizona 82002 or (307) 777-7427.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Deposits**

The Company does not collect Customer deposits.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.6 Discontinuance of Service

The Company may discontinue service under this section. Customers will be given seven (7) days written notice prior to discontinuance unless otherwise indicated. The seven (7) day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the *Company's* business offices are not open to the public, except where an emergency exists.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

The Company will refrain from suspending or terminating service for nonpayment during the pendency of a complaint before the Company or the Arizona Corporation Commission or its authorized designee, unless otherwise provided by the Commission or its authorized designee, provided, however, that as a condition of continued service during the pendency of such dispute, a customer shall pay the undisputed portions of any bill for service.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.6 Discontinuance of Service (Cont'd)**

The Company may discontinue service with notice for any of the following:

- A. For failure to pay a bill for service when due;
- B. For failure to meet the Company's deposit and credit requirements;
- C. For failure to make proper application for service;
- D. For violation of any of the Company's rules on file with the Commission;
- E. For failure to provide the Company reasonable access to equipment and property;
- F. For breach of contract for service between the Customer and the Company;
- G. For failure to furnish such service, equipment, and/or rights-of-way necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

The Company may discontinue service without notice for any of the following:

- A. fraudulent use of the provider's service or where it is deemed necessary by the provider to protect itself against the imposition of large indebtedness;
- B. the use of obscene or profane language over lines of the telephone company;
- C. the listening on party line conversations and other similar infractions affecting the quality of telephone service; or
- D. where a safety hazard is found to exist on the customer's premises.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

**2.5.8 Changes in Service Requested**

If the Customer makes or request material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.6. Allowances for Interruptions in Service (Cont'd)**

**2.6.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including, but not limited to, the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Use of Another Means of Communication**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.6.4 Application for Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D. Interruptions of 24 Hours or Less

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions Over 72 hours will be credit 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.6 Allowances for Interruptions in Service (Cont'd)**

**2.6.5 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.7 Use of Customer's Service by Others**

**2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.8.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.9 Customer Responsibility****2.9.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the even the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.10.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.10.3 pursuant to any financing, merger or reorganization of the Company.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.11 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network**

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied to and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.12 Notices and Communications**

- 2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall *mail payment on that bill*.
- 2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.13 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to the normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

**A. Arizona Universal Service Surcharge**

All Customers will be assessed a surcharge to support the Arizona Universal Service ("WUSF") program. The WUSF Surcharge will be based on a percentage of the Customer's total local billing including any nonrecurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's local billing will be equal to the assessment percentage paid by the Company as determined by Arizona law or Commission rules rounded up by the nearest whole percent, and may vary from time to time as required by Arizona law or Commission rules.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.14 Telephone Assistance Program**

**2.14.1 Definition**

The Telephone Assistance Program (TAP) or Lifeline, provides for a discount on the recurring monthly rate for the provision of local residential service for certain Medicaid eligible customers.

**2.14.2 Eligibility**

The TAP discount is only available to residence customers who meet eligibility requirements established by Senate Enrolled Act No. 45, enacted by the Arizona legislature in 1991. To be considered eligible, the applicant must receive Medicaid benefits under Title XIX of the Social Security Act. Subscription to expanded services will only be allowed at the principal's residence of those recipient physically handicapped customers certified by the Arizona Department of Health and Social Services.

The applicant must provide proof to the Company that he/she is certified as income eligible to receive the above benefits. After initial contact the Customer is sent an application form to be completed by the Customer or authorized representative of the Customer, as designated by the appropriate state agencies and identified as so authorized on the Customer's card for the above benefits.

The monthly discount to eligible customers will be \$4.35 or the same amount as the FCC's end user common line charge, whichever is greater. The discount will be applied to the following local exchange offerings:

1. Individual flat rate residential service.

In no case will the discount exceed the rate charged for the grade of residential service subscribed to be each individual.

**2.14.3 Funding**

The total cost of providing the TAP shall be funded from a uniform monthly surcharge of \$0.01 to each residential access line and each business access line, not to exceed 100 lines per customer.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.14 Telephone Assistance Program (Cont'd)****2.14.4 Terms and Conditions**

- A. The TAP discount will begin with the date the Company receives a valid application from the customer or when new service is established for a qualifying customer. The discount will be prorated on the basis of a 30-day month from the effective date of the customer's application.
- B. The regular nonrecurring charges, terms and conditions applicable to the service offerings specified in 2.14 will apply. The nonrecurring charges to change to or from this program due to eligibility status will be waived.
- C. The discount is applicable only to a single residence line at the principal residence of the eligible customer.

**2.14.5 Telephone Assistance Program Monthly Credits**

A. Federal Assistance Program		<u>USOC</u>	<u>Monthly Credit</u>
1.	Federal Credit [1]	ASGFX	\$4.35
2.	Federal Credit [1]	ASGF2	\$3.50
B. State Telephone Assistance Program Credit			
1.	State Credit [2]	ASGSX	\$4.35

[1] The FCC Lifeline Program consists of a monthly federal baseline support of \$4.35 (ASGFX). An additional \$1.75 in Federal Lifeline support is also provided, plus an additional \$1.75 which is the maximum FCC Lifeline match of the amount of the Arizona Telephone Assistance Program. The additional support totals \$3.50 (ASGF2). The FCC Lifeline support amount cannot exceed \$7.85.

[2] The monthly credit (ASGSX) reflects the \$4.35 credit for the Arizona Telephone Assistance Program.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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7730 S. Union Park Avenue, Suite 500  
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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.15 E911 Service Surcharge**

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Arizona law, Commission rules or local jurisdiction requirements.

**2.16 Arizona Telecommunications Relay Service Surcharge**

All Customers will be assessed a per line surcharge to support the Arizona Telecommunications Relay Service program. The surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill as the WY Relay System. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Arizona law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Arizona law or Commission rules.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.17 Miscellaneous Provisions**

**2.17.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.17.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of the Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

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**SECTION 3 – SERVICE AREAS**
**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) US West, Inc.

**3.1.1 Exchange Areas and UNE Zones**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Exchange Area/Wire Center Included in the Local Calling Area</b>
Ash Fork	3	Ash Fork, Cameron, Flagstaff, Munds Park and Williams
Benson	3	Benson
Bisbee	3	Bisbee, Douglas, Sierra Vista, Tombstone and Elfrida
Cameron	2	Cameron, Ash Fork, Flagstaff
Camp Verde	3	Camp Verde, Cottonwood and Sedona
Casa Grande	2, 3	Casa Grande, Coolidge, Eloy, Florence and Maricopa
China Valley	3	Chino Valley, Humboldt and Prescott
Coolidge	3	Coolidge, Casa Grande, Eloy, Florence and Maricopa
Coronado	2	Coronado, Green Valley, Marana, Robles, Tubac, Tucson and Vail
Cottonwood	2	Cottonwood, Camp Verde and Sedona
Douglas	3	Douglas, Bisbee, Sierra Vista, Tombstone and Elfrida
Eloy	3	Eloy, Casa Grande, Coolidge, Florence and Maricopa
Flagstaff	2, 3	Flagstaff, Ash Fork, Cameron, Munds Park and Williams
Florence	3	Florence, Casa Grande, Coolidge, Eloy and Maricopa
Globe	2, 3	Globe, Miami and San Carlos
Grand Canyon	3	Grand Canyon
Green Valley	2	Green Valley, Coronado, Marana, Robles, Tubac, Tucson and Vail
Hayden	3	Hayden
Humboldt	3	Humboldt, Chino Valley and Prescott
Joseph City	3	Joseph City and Winslow
Marana	1, 3	Marana, Coronado, Green Valley, Robles, Tubac, Tucson and Vail
Maricopa	3	Maricopa, Casa Grande, Coolidge, Eloy, and Florence
Miami	3	Miami, Globe and San Carlos
Munds Park	3	Munds Park, Ash Fork, Cameron, Flagstaff and Williams

Issued: June 24, 2009

Effective: July 24, 2009

Issued by:

Paul Jarman  
 President  
 7730 S. Union Park Avenue, Suite 500  
 Midvale, Utah 84047

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**SECTION 3 – SERVICE AREAS**
**3.1 Exchange Service Areas (Cont'd)****3.1.1 Exchange Areas and UNE Zones (Cont'd)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Exchange Area/Wire Center Included in the Local Calling Area</b>
Nogales	2, 3	Nogales and Patagonia
Page	2	Page and Glen Canyon City
Patagonia	3	Patagonia and Nogales
Payson	2, 3	Payson
Phoenix Metropolitan	1, 2, 3	Beardsley, Bethany, Black Canyon, Buckeye, Cactus, Cave Creek, Chandler, Circle City, Coldwater, Deer Valley, Foothills, Fort McDowell, Gilbert, Glendale, Greenway, Higley, Laveen, Litchfield Park, Maryvale, McLintock, Mesa, Midrivers, New River, Pecos, Peoria, Phoenix, Pinnacle Superstition, Tempe, Thunderbird, Tolleson, and Whitankes
Pima	3	Pima and Safford
Prescott	2, 3	Prescott, Chino Valley and Humboldt
Safford	3	Safford and Pima
San Manuel	3	San Manuel
Sedona	2, 3	Sedona, Camp Verde and Cottonwood
Sierra Vista	2, 3	Sierra Vista, Bisbee, Douglas, Tombstone and Elfrida
Superior	3	Superior
Tombstone	3	Tombstone, Bisbee, Douglas, Sierra Vista and Elfrida
Tubac	3	Tubac, Coronado, Green Valley, Marana, Robles, Tucson and Vail
Tucson	1,2,3	Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail
Vail	3	Vail, Coronado, Green Valley, Marana, Robles, Tubac and Tucson
Wellton	3	Wellton and Yuma
Wickenburg	3	Wickenburg, Yarnell and Aguila
Wilcox	3	Wilcox
Williams	3	Williams, Ash Fork, Cameron, Flagstaff and Munds Park
Winslow	3	Winslow and Joseph City
Yarnell	3	Yarnell, Wickenburg, and Aguila
Yuma	1,2,3	Yuma and Wellton

Issued: June 24, 2009

Effective: July 24, 2009

Issued by:

Paul Jarman  
 President  
 7730 S. Union Park Avenue, Suite 500  
 Midvale, Utah 84047

## **SECTION 4 – BASIC SERVICES AND RATES**

### **4.1 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1** Calls are measured in durational increments identified for each service. All calls which are *fractions of a measurement increment* are rounded up to the next whole unit.
- 4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

### **4.2 Distance Calculations**

The Company does not offer distance sensitive services.

### **4.3 Rate Periods for Time of Day Sensitive Services**

The Company does not offer time of day sensitive services.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.4 Local Exchange Service**

**4.4.1 General**

The Company offers Local Service to business customers. Voice Mail and other Custom Calling Features are available to Local Service customers by selecting such services a la carte or in bundled packages.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial local exchange access line per account.

**B. Secondary Line**

The second or additional local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)****4.5 Local Dialtone Service****4.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas of the LECs listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

**4.5.2 Rates**

Service Connection Fee, one-time charge per line:

Primary Line	\$19.95
Secondary Line	\$29.95

Monthly Rate

Primary Line	\$34.95
Secondary Line	\$34.95

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)****4.6 Basic Local Service Package****4.6.1 General**

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

**4.6.2 Rates**

Service Connection Fee, one-time charge per line:

Primary Line	\$29.95
Secondary Line	\$39.95

Monthly Rate

Primary Line	\$44.95
Secondary Line	\$44.95

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact™ Services**

**4.7.1 Local Inbound Service**

**A. Description**

Local Inbound service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Inbound service transports local calls originated on the Public Switched Telephone Network (PSTN) and terminates them to IP endpoints.

Local Inbound calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers. Once a call is placed, it is converted to Internet Protocol (IP). IP media is transported over the Company's network to a customer's IP Voice application and results in a handoff via Session Initiated Protocol (SIP) over Transmission Control Protocol (TCP) or User Datagram Protocol (UDP) to Edge Proxy Server(s) or Softswitch(s).

**B. Regulations and Limitations**

Local Inbound Service is intended for use as an inbound-only service, and does not support any outbound calling capability, including, but not limited to, calls to 911.

Customer is strictly prohibited from using (or reconfiguring to support such use) either the service or any telephone numbers (TNs) obtained through purchase of the service in connection with any outbound calls placed by Customer or Customer's end users.

Local Inbound Service is available to customers in Flat-rate or Metered plans, as set forth below.

Local Inbound Service is available in the exchange areas listed in Section C, below, at tiered pricing as set forth in Section D, below.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.1 Local Inbound Service**

**C. Availability**

Local Inbound Service is available to customers in Exchange Areas within the Company's local service footprint. For customers purchasing Metered service, Exchange Areas are divided into three (3) tiers for purposes of applying usage rates. Tiered pricing reflects the Company's costs of providing services in the respective Exchange Area.

Local Inbound Service is available to customers in the following Exchange Areas:

**(1) TIER 1**

CASAGRANDE  
FLAGSTAFF  
GILA BEND  
PHOENIX  
PRESCOTT  
SUPERIOR  
TUCSON  
WICKENBURG  
WILCOX  
YUMA

**(2) TIER 2**

BISBEE

**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.1 Local Inbound Service**

**C. Availability (Cont'd)**

**(3) TIER 3**

GLOBE  
HAYDEN  
KINGMAN  
LKHAVASUCY  
NOGALES  
PAYSON  
SAFFORD  
SAN MANUEL  
SEDONA  
SIERRAVIST  
WINSLOW

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)****4.7 inContact Services (Cont'd)****4.7.1 Local Inbound Service (Cont'd)****D. Rates and Charges**

- (1) Initial service installation charge:
- |                         | <u>Per Customer/Non-Recurring</u> |
|-------------------------|-----------------------------------|
| Flat-rate service plan: | \$100.00                          |
| Metered service plan:   | \$100.00                          |
- (2) Telephone Number charges:
- |                         | <u>Per TN/Non-Recurring</u> |
|-------------------------|-----------------------------|
| Native/Non-Ported ANI   |                             |
| Flat-rate service plan: | \$1.50                      |
| Metered service plan:   | \$0.00                      |
| Ported ANI              |                             |
| Flat-rate service plan: | \$30.00                     |
| Metered service plan:   | \$30.00                     |
- (3) Monthly Line charge:
- |                         | <u>Monthly Charge per TN</u> |
|-------------------------|------------------------------|
| Flat-rate service plan: | \$30.00                      |
| Metered service plan:   | \$1.00                       |
- (4) Usage charges applicable to Metered service plan:

<u>TIER</u>	<u>PER MINUTE CHARGE</u>
1	\$0.0143
2	\$0.0274
3	\$0.0524

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.2 Local Two-Way Service (Cont'd)**

**A. Description**

Local Two-Way Service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Two-Way service provides a customer with a single, voice-grade telephonic communications channel which can be used to place and/or receive calls. Local Two-Way lines are provided for connection of customer-provided single station sets or facsimile machines to the Public Switched Telephone Network.

Local Two-Way Service calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers.

Local Two-Way Service is available at flat monthly rates and allows customers to make unlimited calls within their local calling area, as defined herein.

**B. Optional Features**

Local Two-Way Service has the following calling features available at the customer's option –

- Caller ID
- Call Waiting
- Call Waiting ID (deluxe)
- Call Forwarding
- 3-Way Calling
- Call Rejection
- Last Call Return (\*69)

Directory Assistance and Operator Service charges apply as set forth in Section 5.6 of this tariff.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84047

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**
**4.7 inContact Services (Cont'd)****4.7.2 Local Two-Way Service (Cont'd)****C. Rates and Charges**

		<u>Per Customer/Non-Recurring</u>
(1)	Initial service installation charge	\$100.00
(2)	Telephone Number charges:	
	Native/Non-Ported ANI	<u>Per TN/Non-Recurring</u> \$1.50
	Ported ANI	\$30.00
		<u>Monthly Charge per TN</u>
(3)	Monthly service charge	\$45.00
(4)	Local calling feature charges	

FEATURE	ADDITIONAL CHARGES
Caller ID	- \$7.95 per TN, per month
Call Waiting	- \$4.50 per TN, per month
Call Waiting ID (deluxe)	- \$12.95 per TN, per month
Call Forwarding	- \$3.50 per TN, per month
3-Way Calling	- \$4.25 per TN, per month and - \$0.75 per use
Call Rejection	- \$0.85 per use
Last Call Return (*69)	- \$4.40 per TN, per month and - \$0.75 per use

Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES****5.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

**5.1.1 Service Order Charges**

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
President  
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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.1 Service Order and Change Charges (Cont'd)**

**5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.1 Service Order and Change Charges (Cont'd)****5.1.3 Rates**

<u>Service Order Charges</u>	<u>Charge</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Toll Restriction Fee Order	\$5.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

\*Service Connection charges are listed with the rates for each specific service tariffed.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.2 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Rate</u>
Per occasion	\$25.00

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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7730 S. Union Park Avenue, Suite 500  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.3 Reserved for Future Use**

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.55

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features**

The features in this section are made available to Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

**5.5.1 Feature Descriptions**

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features****5.5.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Selective Call Rejection - Allows you to refuse calls from selected list of numbers.

Repeat/Auto Dial - A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features****5.5.2 Rates**

<b>FEATURE</b>	<b>RATE</b>	<b>BILLED</b>
Call Forwarding	\$3.50	MRC
Speed Calling	\$3.50	MRC
Caller ID	\$7.95	MRC
Caller ID with Name	\$10.95	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$4.50	MRC
Call Waiting with Caller ID with Name	\$12.95	MRC
Three Way Calling	\$4.25 \$0.75	MRC Per use
Last Call Return (*69)	\$4.40 \$0.75	MRC Per use
Anonymous Call Rejection	\$2.50	MRC
Manual Call Rejection	\$0.85	Per use
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.6 Directory Assistance and Operator Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

**5.6.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

**A. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be *legally blind, visually or physically handicapped*, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

**B. Allowances**

There are no call allowances for Directory Assistance Service.



**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.6 Directory Assistance and Operator Services (Cont'd)****5.6.2 Directory Assistance Rates**

	<u>Per Use Charge</u>
Direct dialed, local	\$0.85

**5.6.3 Operator Service Rates**

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

	<u>Per Use Surcharge</u>
Station-to-station, local	\$0.85
Person-to-person, local	\$2.50

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.7 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service**

**5.8.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

**5.8.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.2 Listings (Cont'd)**

**B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.2 Listings (Cont'd)**

**C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**D. Nonlisted Service**

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.3 Rates and Charges**

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	\$0.75
Nonpublished Service	\$1.50
Nonlisted Service	\$1.00
Alternate Listings	\$0.75

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Issued: June 24, 2009

Effective: July 24, 2009

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.9 Carrier Presubscription**

**5.9.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.10 Toll Restriction Service**

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Directly dialed calls to 700/900 services and operator dialed calls billed to the line are not allowed. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

**5.10.1 Rates**

	<u>Rate</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

\*For nonrecurring charges associated with Toll Restriction Service, see Section 5.1 of this tariff.

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Issued: June 24, 2009

Effective: July 24, 2009

Issued by: Paul Jarman  
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